City of Blue Ridge

Task Release No	33	Under
Master Engineering	Services A	greement
Between the City of l	3lue Ridge	and
Carter & Sloope, Inc		

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THIS __day of _______ 2021, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of Master Agreement for engineering services, No. 001, dated January 8, 2019, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

- 1.1 This Task Release is for a Project described as: Railroad Culvert Replacement
 - A. More specifically, the project includes the replacement/upgrade of the existing concrete culvert under the railroad tracks between Ada Street and East Main Street north of the City parking lot.

2. The Work:

- 2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:
 - A. Run hydraulic calculations to properly size the culvert for current storm drainage conditions, prepare plan sheet and supporting documentation for approval by railroad, request proposals from contractors to provide the labor and materials required for the culvert replacement, and presentation to Council with recommendation.
 - B. US Army Corps of Engineers permitting to be performed by others. This work is not included in our proposal.

2.2 Proposal Phase:

A. Assist the City with acquiring multiple proposals from contractors for the replacement of the culvert, evaluation of those proposals, and preparing a recommendation of award letter to Council.

2.3. Construction Phase:

A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives, the railroad, and the selected contractor.

- B. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week.
- C. Review contractor's pay estimates and make recommendations for payment.
- D. Conduct a pre-final inspection of the contractor's work with owner's and railroad's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- E. Provide final construction review and close-out.

3. The Engineer's Representations:

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

Γ	Task	Description	Fee Basis
	A	Engineering Design, Construction Review	\$ 5,500.00
-	В	USACE Permitting (By Others)	\$0

TOTAL FEE	\$ 5,500.00

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of <u>Five thousand</u>, five hundred and 00/100 dollars (\$5,500.00) for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses**: None expected for this project.
- Additional Services: Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:

5.1	The Engineer designates the fol to-day communications with the	lowing individual as its primary contact for day- Owner under this Task Release:	
	Matt Smith	770-479-8782	
	Name	Phone	
6.2	The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:		
	Name	Phone	

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
Maw	Honorable Donna Whitener, Mayor
By: Matt Smith, PE. Printed name Title: Vice President Date: 6/15/21	Date:, 2021